

HUGHES HUBBARD & REED LLP  
Christopher Paparella  
John Fellas  
Hagit Elul  
One Battery Park Plaza  
New York, New York 10004  
(212) 837-6000  
paparella@hugheshubbard.com  
*Attorneys for Defendants Technip Italy S.p.A. and Technip S.A*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

HOVENSA L.L.C.,

Plaintiff,

Case No.: 08 CIV. 1221 (NRB)

-VS-

TECHNIP ITALY S.P.A and TECHNIP S.A.,

Defendants.

**DECLARATION OF  
CHRISTOPHER PAPARELLA**

Christopher Paparella declares under penalty of perjury as follows:

1. I am a partner in Hughes Hubbard & Reed LLP, attorneys for Defendants Technip Italy S.p.A and Technip S.A in this action. I am a member of the Bar of this Court. I submit this Declaration to put before the Court copies of documents cited in Defendants' Reply Memorandum of Law.

2. Attached hereto as Exhibit A is Appendix D, Exhibit 1 to the Construction Agreement, which concerns the compensation and terms of payment due TPVI Limited under the Construction Agreement and Technip Italy under the E&P Agreement.

Hovensa agreed in this document that "[a]s full compensation to the CONSTRUCTION CONTRACTOR [defined as TPVI] for the Work as defined in the CONSTRUCTION Agreement, HOVENSA will pay the CONSTRUCTION CONTRACTOR" \$50,000,000, plus additional sums approved through contractual change orders and less any sums paid

to certain third party contractors. Hovensa also agreed to pay \$77,000,000 (as adjusted by change orders and payments to third-party contractors) “to the E&P CONTRACTOR [defined as Technip Italy] for the Work as defined in the E&P Agreement . . . .” (Ex. A at 1.)

3. TPVI and Technip Italy have commenced an action in New York Supreme Court, New York County styled *TPVI Ltd. and Technip Italy S.p.A. v. Hovensa, L.L.C.*, Index No. 601158/2008. Therein, TPVI and Technip Italy seek the return of funds wrongfully drawn down by Hovensa under letters of credit posted by TPVI and Technip Italy and a declaratory judgment that they did not breach their respective E&P and Construction agreements with Hovensa.

4. Attached hereto as Exhibit B is a true and correct copy of information from the website of Hovensa’s joint-venture parent Hess Corporation (headquartered in New York) that shows that Hovensa markets its products in New York. Among other things, Hess’ website states that Hess obtains approximately 50% of the refined products it sells in, among other outlets, its hundreds of New York gas stations, from Hovensa and Hess’ other refinery in Port Reading.

5. Hovensa financed the E&P Agreement and Construction Agreement out of its New York bank accounts. Among other things, Hovensa made the \$30 million in payments for which it seeks recovery in this action from its New York bank account. Hovensa also made all payments under the E&P Agreement and Construction Agreement from its New York bank account. And Hovensa demanded that the funds it wrongfully drew under Defendants’ letters of credit be paid into its New York bank account.

6. By way of example, attached as Exhibit C is an invoice issued by Technip Italy to Hovensa, dated February 7, 2007. Attached hereto as Exhibit D is a wire

transmittal record showing that Hovensa paid the invoice dated February 7, 2007 from Hovensa's New York bank account at JP Morgan Chase Bank in New York, New York. Attached hereto as Exhibit E is a true and correct copy of an invoice issued by TPVI to Hovensa, dated January 16, 2008. Attached hereto as Exhibit F is a true and correct copy of a wire transmittal record showing that Hovensa paid the invoice dated January 16, 2008 from Hovensa's New York bank account at JP Morgan Chase Bank in New York, New York

7. Attached hereto as Exhibit G are true and correct copies of invoices issued by Hovensa to Technip Italy dated January 11, 2007 and February 5, 2007 requesting payment for "Schedule Liquidated Damages." Each invoice instructed Technip Italy to remit payment to Hovensa's bank account at Chase Manhattan Bank in New York, New York.

8. Attached hereto as Exhibit H is a true and correct copy of an invoice issued by Hovensa to TPVI dated February 5, 2007 requesting payment for "Schedule Liquidated Damages." The invoice instructed TPVI to remit payment to Hovensa's bank account at Chase Manhattan Bank in New York, New York.

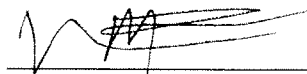
9. Attached hereto as Exhibit I is a true and correct copy of a letter from Hovensa to UniCredit Banca d'Impresa S.p.A ("UniCredit"), dated May 30, 2007, drawing down on Stand-By Letter of Credit No. 460830345935 posted by Technip Italy. Hovensa instructs UniCredit to make payment by wire transfer to Hovensa's account at "Chase Manhattan Bank 1 Chase Manhattan Plaza New York, NY 10081."

10. Attached hereto as Exhibit J is a true and correct copy of a letter from Hovensa to UniCredit, dated May 30, 2007, drawing down on Stand-By Letter of Credit No. 460830854774 posted by TPVI. Hovensa instructs UniCredit to make payment by

wire transfer to Hovensa's account at "Chase Manhattan Bank 1 Chase Manhattan Plaza  
New York, NY 10081."

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 15, 2008  
New York, NY

  
\_\_\_\_\_  
Christopher Paparella

# **Exhibit A**

**APPENDIX D: EXHIBIT 1**  
**LOW SULFUR FUELS PROJECT**  
**COMPENSATION AND TERMS OF PAYMENT**

**I. COMPENSATION:**

- 1.1 Appendix D responsibilities, obligations and requirements referenced as to "CONTRACTOR" will apply to both the ENGINEERING AND PROCUREMENT (E&P) CONTRACTOR and the CONSTRUCTION CONTRACTOR. Requirements specific to either contractor individually will be specifically indicated as applying to the "E&P CONTRACTOR" or the "CONSTRUCTION CONTRACTOR".
- Similarly, references to the Agreement Price will apply to both the CONSTRUCTION Agreement Price and the E&P Agreement Prices. Reference specific to either the CONSTRUCTION Agreement Price or the E&P Agreement Price will be so noted.
- 1.2 As full compensation to the E&P CONTRACTOR for the Work as defined in the E&P Agreement, HOVENSA will pay the E&P CONTRACTOR the following:
- a. The fixed, lump sum amount of US **\$77,000,000** (the "E&P Lump Sum Price"); plus,
  - b. Additional lump sum or time and materials payments to the E&P CONTRACTOR, if applicable, authorized by HOVENSA in approved Change Orders.
  - c. The E&P Agreement Price will be the E&P Lump Sum Price plus the sum of all payments made under E&P Agreement Change Orders.
- 1.3 As full compensation to the CONSTRUCTION CONTRACTOR for the Work as defined in the CONSTRUCTION Agreement, HOVENSA will pay the CONSTRUCTION CONTRACTOR the following:
- a. The fixed, lump sum amount of US **\$50,000,000** (the "CONSTRUCTION Lump Sum Price"); plus,
  - b. Additional lump sum or time and materials payments to the CONSTRUCTION CONTRACTOR, if applicable, authorized by HOVENSA in approved Change Orders.
  - c. The CONSTRUCTION Agreement Price will be the CONSTRUCTION Lump Sum Price plus the sum of all payments made under CONSTRUCTION Agreement Change Orders.
  - d. All payments made by HOVENSA directly to the HOVENSA Contractors, as defined in Article 23 of the Construction Agreement, and the Lessors as defined in Appendix AF pursuant to APPENDIX D of the Construction Agreement will be deducted from the Construction Lump Sum Price.
- 1.4 All Work performed under HOVENSA approved Change Orders (in compliance with Change Order procedures in Appendix B, Coordination Procedures) will also be administered in compliance with this Appendix D.
- 1.5 If CONTRACTOR suggests any changes in the Work which result in a reduction in the E&P Lump Sum Price or the Construction Lump Sum Price, and HOVENSA concurs with the change, the agreed upon amount of the savings will be allocated as follows:
- a. Savings of \$0 - \$500,000 in the aggregate over both agreements will be shared equally by HOVENSA and CONTRACTOR.
  - b. Savings above \$500,000 in the aggregate over both agreements will be allocated 75% to HOVENSA and 25% to CONTRACTOR.

1.6 CONTRACTOR's aggregate liability under the EP Agreement and Construction Agreement, at law or otherwise, will be limited to fifteen percent (15%) of the Agreement Price, subject to the exclusions set forth in Article 29 of the EP Agreement and Article 32 of the Construction Agreement.

1.7 HOVENSA's aggregate liability under the EP Agreement and Construction Agreement, at law or otherwise, will be limited to fifteen percent (15%) of the Agreement Price, subject to the exclusions set forth in Article 30 of the EP Agreement and Article 33 of the Construction Agreement.

## II. TERMS OF PAYMENT OF AGREEMENT PRICE:

- 2.1 HOVENSA will make monthly progress payments of the Agreement Price to CONTRACTOR as set forth in the Progress Payment Schedules (based on the "earned value" technique) in Exhibit 3 herein (Earned Value Matrix), within thirty (30) days after each Agreement's date of execution and in compliance with the invoicing procedures prescribed by Appendix B, Project Coordination Procedures. HOVENSA will make all payments within thirty (30) days of receipt of invoices from CONTRACTOR.

As a prerequisite to the Final Payment, CONTRACTOR will furnish HOVENSA with waivers of lien rights, evidencing that all claims for payment for labor and materials for which CONTRACTOR is liable in connection with the Work have been paid or satisfied.

With the first invoice, CONTRACTOR will provide an unconditional and irrevocable letter of credit equal to ten percent (10%) of the invoice amount. The letter of credit will increase in value by 10% of each successive invoice until, at Mechanical Completion, the total value of the letter of credit will be 10% of the final total EP and C Agreement price.

At Plant Acceptance, the letter of credit will be reduced to 5% of the final total EP and C Agreement price and will remain in effect through the Warranty period. HOVENSA requires a retention of all rights against the issuer of the letter of credit notwithstanding any change in the Work or any extension of time being made as permitted under this Agreement. Accordingly, the letter of credit will provide that it will remain in effect notwithstanding any change in the Work or extension of time. CONTRACTOR recognizes that, since the LOC provides security for the payment of Schedule Liquidated Damages, Performance Liquidated Damages and warranty obligations, HOVENSA may make multiple drawings on the LOC, consistent with the terms of each Agreement. Prior to any drawing on the LOC, HOVENSA must have given the notice required under Article 11.3 of the EP Agreement or under Article 14.3 of the Construction Agreement, as applicable.

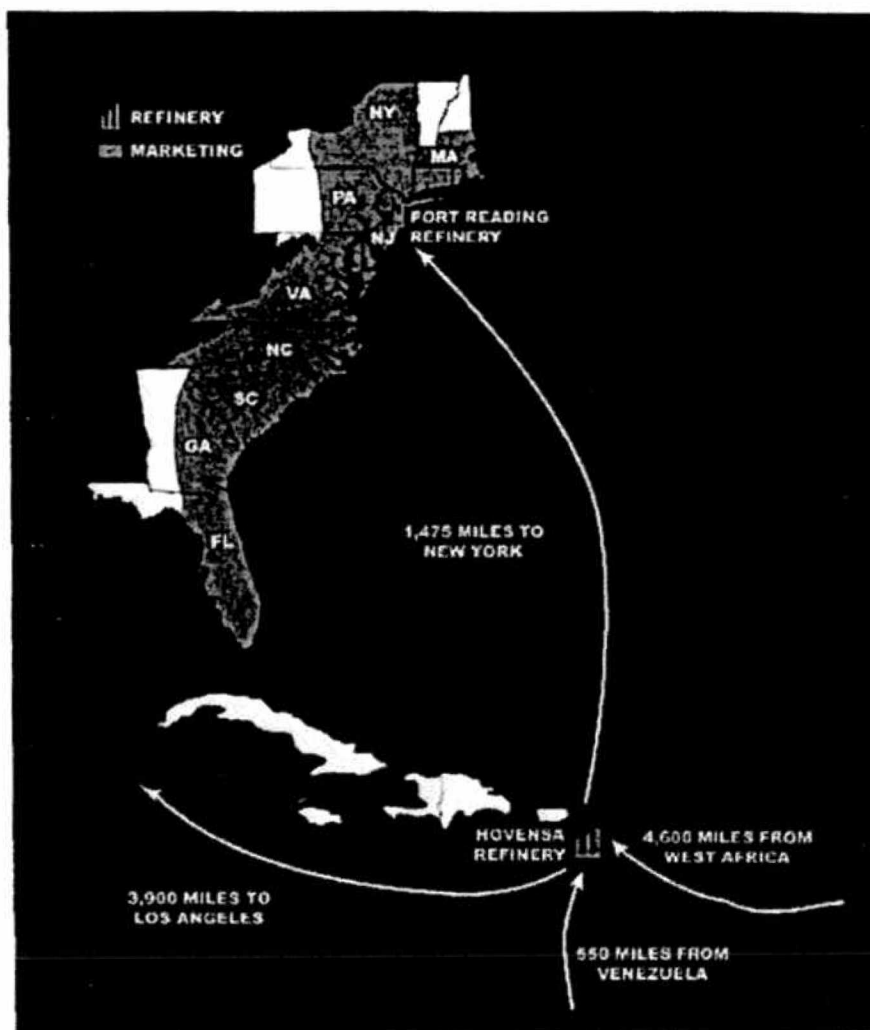
- 2.2 Consistent with the Change Order section of Appendix B, Project Coordination Procedures, the Payment Schedules will be updated as necessary to facilitate payment for Work performed under Change Orders, which will be included in progress payments for the total Agreement Prices (prorated over remaining Agreement Price payments). Credits to HOVENSA implicit in Change Orders involving reductions to Work will be reflected as credits to amounts owed CONTRACTOR on CONTRACTOR's invoice to HOVENSA generated for the month the Change Order is approved by HOVENSA.
- 2.3 Subject to the timing for payments provided in Section 2.1, all payments made to CONTRACTOR may be subject to independent verification of the Work performed as required by any lender(s) financing the Work.
- 2.4 Except for disputed amounts, all other payments to HOVENSA by CONTRACTOR (including payments due HOVENSA under warranty or terms of this Agreement) will be due HOVENSA within thirty (30) days of CONTRACTOR's receipt of HOVENSA's invoice.

X

20  
AN

# **Exhibit B**





[http://www.hess.com/rm/image\\_page/network\\_assets.htm](http://www.hess.com/rm/image_page/network_assets.htm)

# **Exhibit C**

**Technip****COMMERCIAL INVOICE No. 2007LBV00001****DATE** Rome, 07/02/2007**TECHNIP ITALY****REF. PROJ. 2229****CLIENT CODE 12682**

**CLIENT:** HOVENSA L.L.C.  
 1 Estate Hope  
 Christianssted VI  
 00620-5652  
 U.S.A.  
 Attn: Accounts Payable

**PAYMENT CONDITIONS:** payment to be effected by wire transfer within thirty days (30) from invoice receipt, to our account n. 358012 c/o UNICREDIT BANCA D'IMPRESA Ag. n. 32 P.le dell'Industria 46 00100 Roma IBAN CODE IT3310322603200000000358012 SWIFT CODE UNCRIT 2V

**REFERENCE** : Contract no. HVS-0663 signed on March 10<sup>th</sup>, 2005  
 P.O. n. ....

DESCRIPTION	AMOUNT US\$	
<b>ENGINEERING AND PURCHASING FOR LOW SULPHUR GASOLINE HYDROTREATER PROJECT</b>		
BASE CONTRACT US\$ 70,000,000.00		
Cumulative progress amount up to	0.00	
Less am. previously invoiced up to	0.00	
Sub-total		0.00
<b>CHANGE ORDERS: US\$ 242,685.00</b>		
Cumulative progress amount up to February 5, 2007	242,685.00	
Less amount previously invoiced Change order cum. progress	0.00	
Sub-total		242,685.00
<b>TOTAL REVISED CONTRACT PRICE US\$ 70,921,883.00</b>		
Total Cum. progress amount to February 5, 2007 (Change orders)	242,685.00	
Less Tot amount prev. invoiced cum. Progress (Change orders)	0.00	
<b>Total to be paid</b>		<b>242,685.00</b>
		=====

*Not applicable as per art. 7 p. 4 D.P.R. 633 dated October 26<sup>th</sup> 1972 and further modifications. / Fuori dal campo di applicazione IVA ai sensi dell'art. 7 c. 4 del D.P.R. 633 del 26 Ottobre 1972 e successive modifiche*

**TECHNIP ITALY S.p.A.***M. Bonanni*

Technip Italy S.p.A. - Viale Costello della Magliana, 68 - 00148 Roma - www.technip.com  
 Tel. +39 06 65981 - Fax +39 06 6551402 - Telex 610696 TPIT I

Capitale Sociale € 25.800.000 I.v.  
 Registro delle Imprese di Roma e Cod. Fisc. N° 04874901004 - P.IVA 04874901004 - CCIAA Roma REA N° 809188  
 Direzione e coordinamento (ex art. 2497-bis C.C.): Technip S.A., Francia

# Exhibit D



**UniCredit  
Banca d'Impresa**

2.  $\Delta A = 0$  (if  $\Delta A = 0$ , then  $\Delta A = 0$ ),  
 3.  $\Delta A = 0$  (if  $\Delta A = 0$ , then  $\Delta A = 0$ ).

2229 I 47046  
VERONA 20/02/2008

F. COMPETENTE 06822 ROMA CENTRO

FILIALE 06824 ROMA EUR ARDIGO

Bo 521  
Co 381

06822  
A3UBC812

TECHNIP ITALY SPA  
VLE CAST. DELLA MAGLIANA, 68  
00148 ROMA RM

Nostri riferimenti:  
100834766598

MON.IMPORTO ORIGINALE DELL'ORDINE  
USD 242.685,00

Moneta/Importo Ordine:  
USD 242.685,00

Signori,  
in conformita' alle istruzioni  
ricevute Vi riconosciamo  
l'importo di:  
USD 242.685,00  
Il controvalore della divisa  
negoziata al cambio di:

e' pari a:

Tale importo, dedotte ns. spese  
e commissioni totali per:

Vi viene accreditato per  
l'importo netto di:  
USD 242,685,00

sul Vs. conto

IT 33 U 03226 03200 000000358012

con valuta 19/02/2008

Distinti saluti

Banca Ordinante:  
JPMORGAN CHASE BANK N.A.

270 PARK AVENUE  
NEW YORK NY 10017(USA)

Ordinante:  
HOVENSA LLC MASTER OPERATING  
1 ESTATE HOPE  
ST CROIX 008205652 VI

Motivazione:  
PROGRESS PYMT UP TO 2/5/07      ENG

Dettaglio Spese e Commissioni:

Comm. di serv.

Comm. di serv.

Spese C.V.S.	EUR	4,30
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Spesa Fissa	EUR	5,30
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Spese PP.LL.

Diritto Fisso

Totale	EUR	9,60
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A debito Vs. conto

IT 53 J 03226 03200 000004717107

con valuta 19/02/2008

UniCredit Banca d'Impresa

forion

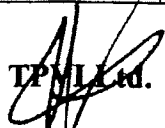
# **Exhibit E**

**TPVI Ltd.****COMMERCIAL INVOICE No.200700033****DATE** 16/01/2008REF. PROJ. **2229**CLIENT CODE **12682**

**CLIENT:** HOVENSA L.L.C.  
 # 1 Estate Hope  
 Christiansted VI  
 00820-5652  
 U.S.A.  
 Att.n Account Payable

**PAYMENT CONDITIONS:** payment to be effected by wire transfer within thirty days (30) from invoice receipt, through JP Morgan 270 Park Ave. New York, N.Y. 10017 SWIFT BIC: CHASU33 CHIPS ABA: 278422 FEDWIRE ABA 021000021, Forward to: Bank of Nova Scotiabank, St. Thomas Branch P.O. Box 420, 214C Altona & Welgunst Charlotte Amalie, St Thomas 00804, ABA # 021606056, Credit to TPVI Ltd. Current Account # 05892032988 in the Bank of Scotiabank- St Croix US Virgin Islands

**REFERENCE** : Contract no. HVS-0664 signed on March 10<sup>th</sup>, 2005

DESCRIPTION	AMOUNT US\$	
<b>CONSTRUCTION FOR LOW SULPHUR GASOLINE HYDROTREATER PROJECT</b>		
<b>CHANGE ORDER HVS-0664-033: US\$ 323,248.00</b>		
Amount:	323,248.00	
Less amount previously invoiced	-	
Sub-Total		323,248.00
<b>Total to be paid</b>		<b>323,248.00</b>
		

# Exhibit F



124100122001160166FR2501111 LIVE 1111 LIVE  
LIVE 1111 LIVE 1111 LIVE 1111 LIVE

REG DVI: USF KADAMES IN: USF USV 02/21/08 06:30 Page 1  
LMT: LA 080220-001310-000 WUE: LA USF USV ADMK PFI 150 DupN  
MSG TYPE: RECEIVED POSS DUP: N FYI: N  
Time Created: 02/20/08 16120  
Completion: DELIVERED, HAND COPY Exception:  
Correspondent: CHASUS33A 11  
Amount: 323,248.00  
Name: JPMORGAN CHASE BANK N.A. Owner Office: USP/USV  
Address: 1 CHASE MANHATTAN PLAZA  
Address:  
City: NEW YORK, NY City: UNITED STATES FL:

Parent LMT: LA 080220-001310-000  
Local Test: N SWIFT USN: F080220CHAS  
Service: SWF Ref: F080220NUSCVIVIAXXX Sequence:

Test Result: TESTED

APPL: FIN ARDU: 01 DESL: MESSAGE  
MESSAGE PRIORITY: NORMAL USER BANKING PRIORITY:  
USER MUM:  
USER TAG 114 - PLUS(+): VERSION OF GENERAL USE MESSAGE 303  
SERVICE CODE: PAYMENT RELEASE:

SCOTIABANK  
PSC PR  
SERVICING USVI

FEB 21 2008

TELLER 77  
30445

MESSAGE OUTPUT REF: 17121-080220-2348-136094  
MESSAGE INPUT REF: 16121-080220-1887-431096  
TO: NUSCVIVIAXXX BANK OF NOVA SCOTIA U. S. VIRGIN ISLAND  
FROM: CHASUS33XXX JPMORGAN CHASE BANK N.A.  
NEW YORK, NY (UNITED STATES)  
CIF NUMBER: CHASUS33A TYPE: 11 UID:

MSG TYPE: 103 SINGLE CUSTOMER CREDIT TRANSFER

2000 SENDER'S REFERENCE: 374920005100

2300 BANK OPERATION CODE: CRED

2200 VALUE DATE: 08/02/20  
INTERBANK SETTLED AMOUNT: 323,248.00 US DOLLARS

5000 ORDERING CUSTOMER:  
HUVENSA LLC MASTER OPERATING  
1 ESTATE MUM  
ST LOUIS 008205652 VI  
ACCT NR 7323022367

5500 BENEFICIARY CUSTOMER:  
TPVI LTD  
ACCT NR 705842032488

7000 REMITTANCE INFORMATION:  
ABA/021606064 BANK OF NOVA SCOTIA 4  
3 KING ST CHRISTIANSTED VI 00821

*Pafanese  
Hilene  
x change E. TPI*

Processing Support Centre	
TR. 30445 Telex Transfer Payment	
Credit <u>TPVE CTD</u>	
Acct. # <u>058-92032488</u>	
Prepared <u>AM</u>	Checked/Authorized <u>AM</u>

LIVE      LIVE      LIVE      LIVE      LIVE      LIVE      LIVE      LIVE

Ref By: USF ADMINS    In: USF USV    02/21/08    06:30    Page    2  
 ID#: CA 080220-051310-000    Que#: CA USF USV ADMK    Pri: 150 DupN

14A. DETAILS OF CHARGES:  
SHARED

SENDER TO RECEIVER INFORMATION:  
780007  
59442000100

CHEKSUM RESULT: F458EB9D1405  
AUTHENTICATION SUCCESSFUL CURRENT KEY

----- END OF MESSAGE -----

000 LIVE 0000 LIVE 0000 LIVE 00000 LIVE 000 LIVE 0000 LIVE 0

# Exhibit G

**INVOICE**  
**HOVENSA**  
PEOPLE FUELING A BRIGHTER FUTURE

#1 ESTATE HOPE, CHRISTIANSTED, VI 00820-5652

**TO:**

TECHNIP ITALY S.P.A.  
 VIALE CASTELLO DELLA MAGLIANA, 68  
 00148 ROMA  
 ATTENTION: VINCENZO LAGANA

**REMIT WIRE TRANSFER TO:**

HOVENSA L.L.C.  
 CHASE MANHATTAN BANK  
 1 CHASE MANHATTAN PLAZA  
 NEW YORK, N.Y. 10081  
 ACCT. # 323-022-367  
 ABA #021-0000-21

INVOICE DATE	INVOICE NUMBER	CUSTOMER NUMBER	PAYMENT TERMS
01/11/07	011107-002	N/A	NET 30 DAYS

## ITEM DESCRIPTION

## AMOUNT

"Schedule Liquidated Damages"  
 December 21-December 31, 2006

SEE ATTACHED LETTER \$ 429,300.00  
 REFERENCE NO: HLT-0683-0019

INVOICE TOTAL: \$ 429,300.00

**REFER ANY QUESTIONS TO:**

DEBRA ROGERS  
 E-MAIL: drogers@hovensa.com  
 VOICE PHONE: (340) 692-3955  
 24 HOUR FAX: (340) 692-3161

**INVOICE**  
**HOVENSA**  
PEOPLE PURSUING A BRIGHTER FUTURE

#1 ESTATE HOPE, CHRISTIANSTED, VI 00820-5652

**TO:**

TECHNIP ITALY S.P.A.  
 VIALE CASTELLO DELLA MAGLIANA, 68  
 00148 ROMA  
 ATTENTION: VINCENZO LAGANA

**REMIT WIRE TRANSFER TO:**

HOVENSA L.L.C.  
 CHASE MANHATTAN BANK  
 1 CHASE MANHATTAN PLAZA  
 NEW YORK, N.Y. 10081  
 ACCT. # 323-022-387  
 ABA #021-0000-21

INVOICE DATE	INVOICE NUMBER	CUSTOMER NUMBER	PAYMENT TERMS
02/05/07	020507-002	N/A	NET 30 DAYS

ITEM DESCRIPTION	AMOUNT
"Schedule Liquidated Damages" January 01- January 31,2007	
SEE ATTACHED LETTER	\$ 2,481,300.00

INVOICE TOTAL: \$ 2,481,300.00

**REFER ANY QUESTIONS TO:**

DEBRA ROGERS  
 E-MAIL: drogers@hovensa.com  
 VOICE PHONE: (340) 692-3955  
 24 HOUR FAX: (340) 692-3161

# Exhibit H

**INVOICE**  
**HOVENSA**  
PEOPLE FULFILLING A BRICKLAYER DUTY

#1 ESTATE HOPE, CHRISTIANSTED, VI 00820-5652

**TO:**

TPVI LTD  
 PMO 115-4093 DIAMOND SUITE 7  
 CHRISTIANSTED, USVI 00620  
 ATTENTION: VINCENZO LAGANA

**REMIT WIRE TRANSFER TO:**

HOVENSA L.L.C.  
 CHASE MANHATTAN BANK  
 1 CHASE MANHATTAN PLAZA  
 NEW YORK, N.Y. 10081  
 ACCT. # 323-022-367  
 ABA #021-0000-21

INVOICE DATE	INVOICE NUMBER	CUSTOMER NUMBER	PAYMENT TERMS
02/05/07	020607-001	N/A	NET 30 DAYS

ITEM DESCRIPTION	AMOUNT
"Schedule Liquidated Damages" January 01- January 31, 2007	
SEE ATTACHED LETTER	\$ 2,113,700.00
INVOICE TOTAL: \$ 2,113,700.00	

**REFER ANY QUESTIONS TO:**

DEBRA ROGERS

E-MAIL: drogers@hovensa.com

VOICE PHONE: (340) 692-3955

24 HOUR FAX: (340) 692-3161

# Exhibit I



4 JUN 2007 12:35

ESTERO MERCI

Nr.1711 P. 1

## **HOVENSA**

**MICHAEL J. FENNESSY**  
Vice President and Chief Financial Officer

REPLY TO:  
HOVENSA L.L.C.  
1 Estate Hope  
Christiansted VI 00620-6652

May 30, 2007

Via Courier  
UniCredit Banca d'Impresa S.p.A.  
Filiale Roma Centro  
Via Sardegna, 44  
C.A.P. 00187 ROMA

**Drawn under Stand-By Letter of Credit No. 460830345935**  
**Beneficiary: HOVENSA L.L.C.**  
**Draw Amount: \$7,080,683.88**

To whom it may concern:

Enclosed for presentment, please find a signed Draft in the amount of \$7,080,683.88 drawn on UniCredit Banca d'Impresa SpA for the benefit of HOVENSA L.L.C. pursuant to Irrevocable Standby Letter of Credit No. 460830345935, as endorsed thereon.

Also enclosed, please find the original statement of an officer of HOVENSA L.L.C. and, for your convenience, a true and correct copy of the Letter of Credit No. 460830345935 and most recent amendment dated April 24, 2007.


Pursuant to the endorsement contained on the signed Draft, please make payment by wire transfer to HOVENSA's account in accordance with the terms of the Letter of Credit. An additional copy of the wire transfer instructions is set forth below:

Chase Manhattan Bank  
1 Chase Manhattan Plaza  
New York, NY 10081

Account No. 323-022-367  
ABA No. 021000021  
Credit To: HOVENSA L.L.C.

Kindly execute a duplicate copy of this letter to indicate receipt of the signed Draft and Officer Statement.

Very truly yours,

  
Michael J. Fennessy  
Vice President & CFO

Received & Acknowledged  
UniCredit Banca d'Impresa SpA  
\_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

# Exhibit J

4.61077 2007 12:35

ESTERO MERCI

Nr. 1711 P. 2



MICHAEL J. FENNESSY  
Vice President and Chief Financial Officer

May 30, 2007

REPLY TO:  
HOVENSA L.L.C.  
1 Estate Hope  
Christiansted VI 00620-5052

Via Courier  
UniCredit Banca d'Impresa S.p.A.  
Filiale Roma Centro  
Via Sardegna, 44  
C.A.P. 00187 ROMA

**Drawn under Stand-By Letter of Credit No. 460830854774**  
**Beneficiary: HOVENSA L.L.C.**  
**Draw Amount: \$6,074,490.00**

To whom it may concern:

Enclosed for presentment, please find a signed Draft in the amount of \$6,074,490.00 drawn on UniCredit Banca d'Impresa SpA for the benefit of HOVENSA L.L.C. pursuant to Irrevocable Standby Letter of Credit No. 460830854774, as endorsed thereon.

Also enclosed, please find the original statement of an officer of HOVENSA L.L.C. and, for your convenience, a true and correct copy of the Letter of Credit No. 460830854774 and most recent amendment dated March 14, 2007.

Pursuant to the endorsement contained on the signed Draft, please make payment by wire transfer to HOVENSA's account in accordance with the terms of the Letter of Credit. An additional copy of the wire transfer instructions is set forth below:

Chase Manhattan Bank  
1 Chase Manhattan Plaza  
New York, NY 10081

Account No. 323-022-367  
ABA No. 021000021  
Credit To: HOVENSA L.L.C.

Kindly execute a duplicate copy of this letter to indicate receipt of the signed Draft and Officer Statement.

Very truly yours,

  
Michael J. Fennessy  
Vice President & CFO

Received & Acknowledged  
UniCredit Banca d'Impresa SpA  
\_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

CERTIFICATE OF SERVICE

I, Beatriz Biscardi, am over the age of eighteen (18) years, not a party to this action, caused a true and correct copy of the foregoing Defendant's Reply Memorandum of Law in Support of Their Motion to Dismiss the Complaint for Failure to Join an Indispensable Party, Failure to State a Claim and Lack of Personal, dated July 15, 2008, and Declaration of Christopher Paparella, dated July 15, 2008, to be served on this 15<sup>th</sup> day of July, 2008, to the following:

VIA ELECTRONIC FILING & FEDEX  
Gabriel Del Virginia  
Law Offices of Gabriel Del Virginia  
641 Lexington Avenue, 21<sup>st</sup> floor  
New York, NY 10022

VIA E-MAIL  
George T. Shipley  
Jonathan Smith  
Shipley Snell Montgomery LLP  
4600 First City Tower  
1001 Fannin  
Houston, TX 77002

ATTORNEYS FOR PLAINTIFF HOVENSA

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 15, 2008  
New York, New York

/s/ Beatriz Biscardi  
Beatriz Biscardi